

Town of Londonderry Personnel Policy

Section 1: Title and Authority

This policy shall be known as the Town of Londonderry Personnel Policy. It has been adopted by the Town of Londonderry Select Board pursuant to 24 V.S.A §§ 1121 and 1122.

This personnel policy does not constitute a contract of employment. Employment with the Town of Londonderry is at will and not for any definite period or succession of periods of time. The Town or the employee may terminate employment at any time, with or without notice. The Select Board reserves the right to amend any of the provisions of this personnel policy for any reason and at any time. In the event changes are made to this policy, all employees will be given notice and provided with a copy of the changes.

This personnel policy will be administered by the Select Board or its authorized representative.

Section 2: Persons Covered

This personnel policy applies to full-time and part-time employees of the Town of Londonderry. Except as stated herein, elected officers and their statutory assistants, members of Town boards and commissions, volunteers, seasonal employees and persons who provide the Town with services on a contract basis are not covered by this policy.

For purposes of this policy, a full-time employee is an employee who works at least 35 hours per week on a regular and continuing basis. A part-time employee is an employee who works fewer than 35 hours per week on a regular and continuing basis.

Where a conflict exists between this policy and any collective bargaining agreement or individual employment contract, the latter will control.

Section 3: Equal Employment Opportunity

The policy of the Town of Londonderry is to provide equal opportunity to all employees and applicants without regard to race, color, religion, sex, sexual orientation, age, nationality origin, marital status, disability, veteran's status or any other category under local, state or federal law.

Section 4: Probationary Period

All new employees will be required to complete a six-month probationary period. The purpose of this probationary period is to determine whether the employee is suited for the job. During this period, supervisors will be required to advise the Town as to the employee's fit for the job. During the probationary period, employees will not accrue or receive certain benefits that are provided to employees as specified in this policy. See the specific sections on employee benefits for details.

Section 5: Conduct of Employees

All employees are considered representatives of the Town and as such are expected to conduct themselves in a courteous, helpful and respectful manner in all their interactions with the public and other employees. All employees are expected to faithfully execute the duties and responsibilities of their office to the best of their ability and in compliance with the provisions of this personnel policy.

Section 6: Hours of Service

Regular work hours for persons employed by the town shall be determined by the Select Board.

Regular work hours may be changed and employees may be expected to work additional hours that may exceed forty hours in a given week, as circumstances require.

All employees are expected to be in attendance during regular work hours. Employees who will be absent from work are expected to notify their supervisor in advance whenever possible. Employees who are calling in sick are expected to notify their Supervisor as soon as possible, but no later than the hour they are due at work.

Section 7: Gratuities and Gifts

Employees may not directly or indirectly ask, demand, exact, solicit, accept or receive a gift, gratuity, act or promise beneficial to that individual, or another, which could influence any action or inaction associated with their official duties on behalf of the Town, or create the appearance of impropriety in connection with any actions or inactions associated with their official duties on behalf of the town.

Section 8: Outside Employment

The primary occupation of all full-time employees shall be to the Town. Employees may not engage in any outside business activities during their normal working hours. Employees are prohibited from undertaking outside employment that interferes with their job performance or constitutes a conflict of interest.

A conflict of interest means a direct or indirect personal or financial interest of an employee, his or her close relative, household member, business associate, employer or employee. A close relative includes a spouse, civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law and sibling-in-law.

Section 9: Political Activity

No employee may use his or her official authority for the purpose of interfering with or affecting the nomination or election of any candidate for public office, or demand or solicit from any individual direct or indirect participation in any political party, political organization or support of any political candidate. Employees are prohibited from using Town facilities, equipment or resources for political purposes and from pursuing political activities while working.

This personnel policy is not to be construed to prevent employees from becoming or continuing to be members of any political party or organization, from attending political party or organization meetings or events, or from expressing their views on political matters, so long as these views are clearly articulated as being those of the individual and not of the Town, and these activities do not interfere with the individual's ability to effectively perform his or her duties and take place or are expressed during non-working hours. Nor is this personnel policy to be construed from prohibiting, restraining or in any manner limiting an individual's right to vote with complete freedom in any election.

Section 10: Nepotism

The Town, in recognition of the potential for a conflict of interest to occur in the workplace where a close relative is responsible for supervising or evaluating the work performance of another close relative, prohibits the hiring or transferring of relatives, when doing so will result in a close relative supervising or evaluating another close relative, or a close relative supervising or evaluating the immediate supervision of another close relative.

A close relative includes a spouse, civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law and sibling-in-law.

Section 11: Alcohol and Drug Use

Reporting to work or working under the influence of alcohol or drugs is strictly prohibited, unless the drug is prescribed and used in the manner prescribed by a duly licensed physician or dentist.

Compliance with the adopted (June 15, 2015) Town of Londonderry Drug and Alcohol Policy for Commercial Motor Vehicle (CMV) Operators, is required for all employees who will operate Commercial Motor Vehicles (CMV).

Commercial Motor Vehicle (CMV) Operators will need to remain substance-free during expected winter events, and other anticipated emergency incidents, given the likelihood that they will be called in to work and thus must be in compliance with elements of the Londonderry Drug and Alcohol Policy for CMV Operators.

1. Drug Testing: For employees who are required to have a CDL license, random drug and alcohol testing will be coordinated through an agreement with a driver consortium, administered at the registered laboratory, as required by the Department of Transportation. If a department head or supervisor has probable cause to believe an employee is using or under the influence of a drug while on the job, the department head may request or require that the employee take or submit to a drug test.
2. Positive Test Results:
 - a. If a drug test registers positive, a second test will be conducted. If the medical review officer reports a positive test result on either test or both tests, the employee will be required to meet with a Substance Abuse Professional (SAP) for an initial evaluation.
 - b. The SAP will recommend a course of action and report the findings and recommended plan of action to the employee and employer. At a later date to be determined by the SAP, a follow-up evaluation will occur between the SAP and the employee. A follow-up evaluation report, containing information on completion or compliance with the initial action plan and recommendations on future drug testing, will be sent to the employer. Employee's employment with the town may be suspended without pay during this period.
 - c. The employee will then be sent for a "return to work" drug test. Upon the results of that test, a decision on whether to allow the employee to return to work will be made.
 - d. Disciplinary action will occur simultaneously with the SAP process. In addition to any suspension of pay, occurring in paragraph "b", above, the employee will be subject to disciplinary action including one (1) week unpaid suspension for first offense; and termination in the event of a second offense. The employee may be required to participate in a minimum of six drug tests over the course of the next twelve (12) months. For persons with CDL's, these tests will be in addition to regular random testing.

Section 12: Tobacco Use

In recognition of the hazards that tobacco poses to the health of employees and the general public, and in accordance with 18 V.S.A § § 1421 et. Seq. and § § 1741, and the Town of Londonderry Smoking and Tobacco Use Policy (adopted May 1, 2017), the Town hereby prohibits employees use of tobacco, in any form, in all publicly owned buildings, parks, enclosed areas or vehicles.

Furthermore, in accordance with the Town of Londonderry Smoking and Tobacco Use Policy, all individuals must abide by the 50' buffer zone from Town Buildings.

Effective July 1, 2018, per the Town of Londonderry Smoking and Tobacco Use Policy, all tobacco use will be prohibited at all Town properties.

Section 13: Performance Evaluations

Employees may be subject to job performance evaluations at such times and in such manner as the Select Board or its authorized representative deems reasonable.

The results of such evaluations will be submitted to the employee, the employee's supervisor, the Select Board, and will become a part of the employee's personnel file.

Section 14: Personnel Records

Personnel records will be maintained for each employee of the Town. In accordance with Vermont's Public Records Law, any employee or the employee's designated representative may inspect or copy his or her personnel file at a mutually agreeable time during regular office hours. The Town reserves the right to have its representative present at the time its files are examined or copied.

Section 15: Use of Town Equipment

Except as provided in Section 17, the use of Town equipment or property for personal use is strictly prohibited.

Section 16: Cell Phone Use

Employees are not permitted to use a cell phone, or to “text”, when operating a Town vehicle that is in motion.

Use is limited to a parked vehicle off a roadway, in accordance with Vermont State Law.

Section 17: Use of Town Computers

The Town’s computers are to be used by employees for the purpose of conducting Town business.

Employees must take necessary steps to “back up” all data on a regular basis.

Occasional, brief, and appropriate personal use of a Town computer is permitted provided it is consistent with this policy and does not interfere with an employee’s job duties and responsibilities.

Employees should have no expectation of privacy regarding anything created, sent or received on Town computers. The Town may monitor any and all computer activities, communications and transmissions to ensure compliance with this policy and to evaluate the use of its computers. All files, documents, data and electronic messages created, received or stored on the Town computers are open to review and regulation by the Town and may be subject to the provisions of Vermont’s Public Records Law, 1 V.S.A § § 315-320.

Employees may not introduce software from any outside source on the Town’s computers without explicit prior authorization from their supervisor. Employees may be held responsible for any damages caused by using unauthorized software or viruses they introduce into Town computers.

Employees who have a confidential password to access the Town’s computers should be aware that this does not mean the computer is for personal confidential communication, nor does it suggest that the computer is the property of that person.

Transmission of electronic messages on the Town computers shall be treated with the same degree of propriety, professionalism, and confidentiality as written correspondence. The following are examples of uses of the Town’s computers which are prohibited:

Communications that in any way may be construed by others as disruptive, offensive, abusive, discriminatory, harassing, or threatening

- Communications of sexually explicit images or messages
- Transmission of chain letters or solicitations for personal gain, commercial or investment ventures, religious or political causes, outside organizations, or other non-job-related solicitations during or after work hours
- Access to Internet resources, including web sites and news groups, that are inappropriate in a business setting
- Any other use that may compromise the integrity of the Town and its business in any way.

Email messages that are intended to be temporary, non-substantive communications may be routinely discarded. However, employees must recognize that emails sent, received, or stored on the Town computers are subject to Vermont’s Public Records Law and may be covered by the State of Vermont’s retention schedule for municipal records.

For purposes of this section, “computer” means all computer-related components and equipment including, but not limited to, host computers, file servers, workstation terminals, laptops, software, internal or external communication networks, the world wide web (www), the Internet, commercial online services, bulletin board systems, backup systems and the internal and external e-mail systems accessed via the Town’s computer equipment.

Section 18: Eligibility for Benefits

1. Health Benefits

The town offers group health insurance programs for the benefit of its eligible full and part time employees. Eligible employees will be offered health insurance benefits from their date of hire. For the purposes of eligibility for health benefits an employee must work a minimum of 30 hours averaged over 26 weeks.

The town offers a Health Reimbursement Arrangement (HRA) program for employees eligible for health insurance benefits. The payment for a newly hired employee will be for an amount prorated for the portion of the calendar year from the date of hire to the end of the year. During an employee's probationary period, the employee is not eligible for nor will accrue amounts provided by the town for a HRA. However, after a probationary period has been completed, an employee will receive a HRA equal to an amount prorated for the portion of the calendar year starting with the original date of hire. The town reserves the right to change insurance carriers, or to add, delete or amend insurance benefit programs in its sole discretion. The town also reserves the right to change the amount or percentage of its contribution to the cost of any group health insurance program. Employees will be provided with advance notice of any change in the contribution rate.

2. Other Benefits

The town offers additional benefits to full time employees as defined in Section 2 to include but are not limited to Holiday Leave, Vacation Leave, Personal Leave, Sick Leave, Bereavement Leave, Parental and Family Leave, Municipal Retirement and Short Term Family Leave.

Section 19: Holiday Leave

Full time employees will receive the following paid holiday leave:

- New Year's Day (January 1)
- Martin Luther King Jr.'s Birthday (3rd Monday in January)
- Presidents Day (3rd Monday in February)
- Town Meeting Day (1st Tuesday in March)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Veteran's Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

Employees will receive holiday leave pay at the employee's regular rate of pay. During an employee's probationary period, the employee is eligible for holiday leave pay.

Holidays falling on a Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

A non-exempt employee who is required to work on a holiday will be compensated at the rate of one and one-half times the employee's regular rate of pay.

If a non-exempt employee is not required to work on a holiday, hours paid for the holiday will not be counted as hours worked when determining overtime compensation.

Holidays that fall during an employee's vacation leave will not be charged as vacation leave.

Section 20: Vacation Leave

Full-time employees will accrue vacation at the following annual rates:

Years of service	Annual accrual rate
1 st year	5 days
2 nd through 9 th year	10 days
10 th year through 19 th year	11 days plus one day for each year over 10 years
20 th and subsequent years	20 days

Full-time employees will receive vacation leave pay at the employee’s regular rate of pay. Part time employees will not receive vacation leave.

During an employee’s probationary period, the employee does not accrue vacation leave pay. However, after the probationary period has ended and the employee is eligible, vacation leave pay will be considered to be accrued from the original date of hire.

Dates for vacation leave must be approved in advance by the employee’s supervisor. Vacation leave approval will not be unreasonably withheld. Employees are strongly encouraged to take an annual vacation. Vacation leave may not be carried over from one year to the next.

An employee who resigns from employment with the Town will be compensated for unused vacation leave, provided that the employee gives at least two weeks written notice of the resignation, and provided that the employee has worked at least three months during that calendar year. During an employee’s probationary period, the employee is not eligible for compensation for unused vacation leave.

Section 21: Personal Leave

Full-time employees will receive 3 personal leave days per year. An employee may use personal leave days for any purpose.

Full-time employees will receive personal leave pay at the employee’s regular rate of pay.

Unused personal leave may not be carried over to the next year.

Upon separation from employment, an employee will not be compensated for unused personal leave.

Section 22: Sick Leave

Full-time employees will receive 3 paid sick leave days per year. Beginning in 2019 up to 5 paid sick days will be granted. An employee may use sick leave for an illness or injury that prevents the employee from performing the employee’s job duties. An employee may also use sick leave to attend the following appointments that cannot be held outside normal working hours:

- A medical appointment
- An appointment eligible for short-term family leave under the provisions of the Vermont Parental and Family Leave Act (21 V.S.A § 472a).
- A funeral not eligible under Section 24
- A meeting with the employee’s personal attorney
- An appointment for the closing, purchase, sale, or refinancing of a primary residence
- Any other appointments authorized in advance by the employee’s supervisor

Full-time employees will receive sick leave pay at the employee’s regular rate of pay. If an employee does not use all of the employee’s sick leave in a year, the employee may carry a maximum of 3 sick leave days forward to the next year. If an employee has unused sick leave exceeding 3 days, the employee will not be compensated for that excess unused leave.

Upon separation from employment, an employee will not be compensated for unused sick leave.

Section 23: Earned Sick Time

In accordance with Vermont’s Earned Sick Time Act, 21 V.S.A § 481-486, all employees will earn one (1) hour of earned sick time for every 52 hours of actual work, including overtime. An employee will be

entitled to use up to 24 hours of earned sick time annually in 2017 and 2018, and up to 40 hours in 2019 and subsequent years.

Earned sick time can be used with the employee, employee's child, parent, grandparent, spouse or parent-in-law is sick or injured. This includes helping a family member obtain health care or travel to an appointment related to his or her long-term care, or to address the effects of domestic violence, sexual assault or stalking. An employee may use earned sick time to care for a family member because the school or business where the family member is located is closed to the public for health or safety reasons.

Employees are expected to make a "good-faith" effort to notify their employer in advance of use of the earned sick time, to the extent possible.

Earned sick time will not be carried over from one year to the next.

Eligible employees may use earned sick time as it accrues.

Section 24: Bereavement Leave

Full-time employees will receive 3 paid bereavement leave days per year. Employees may use bereavement leave for the death of a close relative or any other relative if the relative was living in the same household as the employee immediately preceding his or her death.

Pay for bereavement leave will be at the employee's regular rate of pay. If an employee does not use all of the employee's bereavement leave in a year, the employee may not carry the unused leave forward to the next year. Upon separation from employment, an employee will not be compensated for unused bereavement leave.

Section 25: Parental and Family Leave

Eligible employees may receive leave as described in the Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (PFLA). These federal and state laws will determine employee eligibility, the qualifying reasons for such leave and the length of leave.

The Town reserves the right to designate any qualifying leave of absence granted under this policy as leave under FMLA or the PFLA. Where an employee's leave request is covered by the PFLA and the FMLA, the Town will adhere to the law that provides the most benefits to the employee. If an employee is entitled to leave under both the PFLA and FMLA, the leave periods will run concurrently.

For the purposes of determining the twelve-month period in which an employee may be entitled to PFLA and/or FMLA leave, the Town will use a rolling twelve-month period measured backward from the date an employee uses such leave.

Section 26: Short Term Family Leave

In accordance with the Vermont Short Term Family Leave Law, eligible employees may be entitled to take unpaid leave not to exceed four hours in any thirty-day period and not to exceed twenty-four hours in any twelve month period for the following purposes:

- To participate in preschool or school activities directly related to the academic educational advancement of the employee's child, step-child, foster child, or ward;
- To attend or accompany the employee's child or other family member to routine medical or dental appointments;
- To accompany the employee's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; or
- To respond to a medical emergency of the employee's family member.

The Town may require that leave be taken in a minimum of two-hour segments. At the option of the employee, accrued paid leave may be used. An employee shall make a reasonable attempt to schedule appointments for which leave may be taken outside of regular work hours. An employee shall provide the Town with the earliest possible notice of the intent to take short term family leave, but in no case later than seven days before leave is to be taken, except in the case of an emergency.

Section 27: Leave of Absence Without Pay

All requests for leaves of absence without pay for any reason other than those covered by federal or state law must be submitted in writing to the employee's supervisor and must set forth the purpose for which the leave is requested. All leave requests must be for a definite period of time and include a specified date of return.

If a leave of absence without pay is granted, the employee may, at the Town's sole discretion, continue the employee's group health plan coverage by paying the required premium in accordance with the payment schedule established by the Town.

Other employee benefits (e.g. sick leave, vacation, seniority, etc.) will not accrue during the unpaid leave period.

Section 28: Performance of Duties:

When an employee returns to work following absences for leaves listed in Sections 19 through 26, that employee must be able to perform his or her duties at 100% of their job description. A doctor's letter ascertaining ability to perform at 100% will/may be required to return to work.

Section 29: Military Leave

The Town will comply with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. §§ 4303 et seq., and 21 V.SA §§ 491 et seq. Employees who take military leave subject to the provisions of these laws will be granted leave without pay. At the option of the employee, any paid leave accrued prior to the commencement of the leave may be used.

Section 30: Jury Leave

The Town will compensate employees for their service as jurors. In accordance with 24 V.SA § 499, employees will otherwise be considered in the service of the Town for purposes of determining seniority, benefits, credit towards vacations, sick leave, and other rights, privileges, and benefits of employment. During this time, if the employee is not actually performing jury duty, the employee shall return to work for the remainder of the workday. Any payment received for jury duty shall be turned in to the Town. When Town employees are called to serve as a witness in a court proceeding due to their status as an employee of the Town, the Town will compensate the employee for the difference between their regular rate of pay and their compensation as a witness. The Town will pay the difference only when the employee's regular rate of pay exceeds their compensation as a witness.

Section 31: Overtime and Compensatory Time Off

In accordance with the Fair Labor Standards Act, the Town compensates all nonexempt employees at the rate of one and one-half hours for each hour actually worked in excess of forty hours in any workweek. Employees employed in executive, administrative or professional capacities as defined by the FLSA are exempt from this requirement.

In lieu of overtime pay, nonexempt employees may accrue compensatory time off ("comp time") subject to the following conditions:

- Comp time is earned at a rate of one and one half hours for each hour worked in excess of forty hours in any workweek.
- An employee may accrue a maximum of forty hours of comp time (40 hours of comp time represents 26.67 hours of actual overtime work). An employee who has accrued 40 hours of comp time will be paid overtime compensation for additional overtime hours of work.
- An employee may, at the Town's discretion, be paid in cash in lieu of compensatory time off.
- An employee receiving payment for accrued comp time will be paid at the regular rate of pay earned by the employee at the time the employee receives such payment.

- Upon termination from employment, an employee will be paid for unused comp time at a rate not less than the average regular rate of pay received by the employee during the last three years of employment or the employee's final regular rate of pay, whichever is higher.

An employee who has accrued comp time and requested use of comp time will be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the Town's operations. Requests for use of comp time must be submitted to the employee's supervisor, who will have sole discretion to grant or deny the request. Requests for use of comp time will not unreasonably be withheld.

Section 32: Employment Discrimination

Vermont and federal law prohibit employment discrimination or retaliation based on race, color, religion, sex, or national origin, sex or age, or against a qualified individual with a disability with respect to all employment practices. Vermont law also prohibits discrimination based on sexual orientation, ancestry, HIV status, and place of birth. It is also unlawful to retaliate against employees or applicants who have alleged employment discrimination.

Employees are encouraged to bring any complaints alleging unlawful discrimination to the attention of the employee's Supervisor or his designee who will arrange a meeting to discuss the matter. The meeting will take place as soon as reasonably possible, but in no case later than seven calendar days from receipt of notification. If the Supervisor or their designee is unable to resolve the matter during this meeting, the aggrieved party may submit to the Supervisor or his designee a written, signed complaint within seven additional calendar days. The Supervisor or their designee will then have an additional fifteen calendar days in which to conduct an investigation and to issue a report with recommendations to the Select Board. The Select Board will, within ten calendar days, notify the aggrieved party of its decision.

Section 33: Sexual Harassment

Sexual harassment in the workplace is illegal under federal and Vermont law and is strictly prohibited. The Town is committed to providing a workplace free from this unlawful conduct.

All employees have the right to work without being subjected to insulting, degrading or exploitative treatment on the basis of their gender. It is against the policies of the Town for any individual, male or female, to sexually harass another individual in the workplace. In accordance with 21 V.S.A § 495h, the Town has adopted the following sexual harassment policy. All employees are required to read this policy before signing the employee acknowledgement form.

Sexual harassment is a form of sex discrimination and means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- submission to that conduct is made either explicitly or implicitly a term or condition of employment;
- submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual; or
- the conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of sexual harassment include, but are not limited to, the following when such instances or behavior come within one of the above definitions:

- either explicitly or implicitly conditioning any term of employment (e.g., continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors;
- touching or grabbing a sexual part of an individual's body;
- touching or grabbing any part of an individual's body after that party has indicated, or it is known, that such physical contact was unwelcome;
- continuing to ask an individual to socialize when off duty when that person has indicated he/she is not interested;

- displaying or transmitting sexually suggestive pictures, objects, cartoons or posters if it is known or should be known that the behavior is unwelcome;
- continuing to write sexually suggestive notes or letters if it is known or should be known that the person does not welcome such behavior;
- referring to or calling a person a sexualized name if it is known or should be known that the person does not welcome such behavior;
- regularly telling sexual jokes or using sexually vulgar or explicit language in the presence of a person if it is known or should be known that the person does not welcome such behavior;
- retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g., ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering that person's duties or work environment etc.);
- derogatory or provoking remarks about or relating to an employee's sex;
- harassing acts or behavior directed against a person on the basis of his or her sex; off-duty conduct which falls within the above definition and affects the work environment.

It is also unlawful to retaliate against employees for filing a complaint of sexual harassment or for cooperating in an investigation of sexual harassment.

Any individual who believes that she or he has been the target of sexual harassment or who believes she or he has been subjected to retaliation for having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop.

Any employee who wishes to report sexual harassment should contact:

Chairman, Londonderry Select Board
 100 Old School Street
 So. Londonderry, Vt. 05155
 Town Office: 802-824-3356

Once the Town receives a complaint of sexual harassment, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. If sexual harassment is found to have occurred, the Town will take appropriate action, ranging from a verbal warning up to and including dismissal.

Complaints of sexual harassment or retaliation may also be filed with the following agencies:

Vermont Attorney General's Office
 Civil Rights Unit
 109 State Street
 Montpelier, VT 05609-1 001
 Tel: (802) 828-3171 (voice/TODD)

Equal Employment Opportunity Commission
 1 Congress Street
 Boston, MA 02114
 Tel: (617) 565-3200 (voice), (617) 565-3204 (TODD).

These agencies may conduct impartial investigations, facilitate conciliation, and, if they find that there is probable cause or reasonable grounds to believe sexual harassment occurred, they may take a case to court.

Section 34: Employee Discipline

The Town of Londonderry is an at will employer. The following Employee Discipline policy is merely a guide for the Town to use at its discretion. This policy is neither a requirement for the Town or a right of a Town employee. Moreover, no act or omission to act by the Town shall explicitly or implicitly create such requirement or right. Nothing in this policy shall limit the Town's right to terminate any employee without notice or cause.

The Town of Londonderry's progressive discipline process is a model for identifying and addressing employee and employment related problems. The Town's progressive discipline process may be applied to any and all employee conduct that the Town, at its sole discretion, determines must be addressed by this discipline policy.

The progressive discipline process does not apply to elected officers and their statutory assistants. However, an elected officer may choose to follow the requirements of this policy for discipline and termination of his or her statutory assistants. A statutory assistant means an individual appointed to his or her position by an elected officer of the Town having express statutory authority to appoint an assistant. Statutory assistants include the assistant clerk and the assistant treasurer.

Under the town's progressive discipline process, an employee may be subject to disciplinary action, up to and including termination, for violation of the provisions of this personnel policy and/or failure to maintain an acceptable level of performance. The Town may take prior disciplinary action into consideration when disciplining or terminating an employee. Violations of different rules may be treated as repeated violations of the same rule for purposes of progressive discipline.

Most often, employee conduct that warrants discipline results from unacceptable behavior, poor performance, or violation of the Town's policies, practices, or procedures. However, discipline may be issued for conduct that falls outside of those identified areas. The Town also reserves the right to impose discipline for off-duty conduct that adversely impacts the legitimate interests of the Town. The Town reserves the right in its sole discretion to bypass progressive discipline and to take whatever action it deems necessary to address the issue at hand. This means that more or less severe discipline, up to and including termination, may be imposed in a given situation at the Town's sole discretion.

The Town also retains the right to unilaterally eliminate positions or reduce the work hours of a position or positions due to economic conditions, shortage of work, organizational efficiency, changes in departmental functions, reorganization or reclassification of positions resulting in the elimination of a position or for other related reasons.

The Town will normally adhere to the following progressive disciplinary process, but reserves the right to bypass any or all steps of progressive discipline when it determines, in its sole discretion, that deviation from the process is warranted:

- (1) verbal warning;
- (2) written warning;
- (3) suspension;
- (4) termination.

Employees are prohibited from engaging in conduct listed below and may receive discipline, up to and including termination, for doing so. This list has been established to provide examples of behavior that could warrant a range of disciplinary sanctions. Appropriate levels of discipline may be based on the severity of employee conduct. This list is not exhaustive.

- Refusing to do assigned work or failing to carry out the reasonable assignments of a Supervisor or the Select Board.
- Being inattentive to duty, including sleeping on the job.
- Falsifying a time card, job application or other record or giving false information to anyone whose duty is to make such record.
- Being repeatedly or continuously absent or late, being absent without notice or satisfactory reason or leaving one's work assignment without appropriate authorization.
- Conducting oneself in any manner that is offensive, abusive or contrary to reasonable community standards and expectations of public employees.
- Engaging in any form of harassment including sexual harassment.

- Misusing, misappropriating, or willfully neglecting Town property, funds, materials, equipment or supplies.
- Unlawfully distributing, selling, possessing, using or being under the influence of alcohol or drugs when on the job or subject to duty.
- Fighting, engaging in horseplay, or acting in any manner which endangers the safety of oneself or others. This includes acts of violence as well as threats of violence.
- Stealing or possessing without authority any equipment, tools, materials or other property of the Town or attempting to remove them from the premises without approval or permission from the appropriate authority.
- Marking or defacing walls, fixtures, equipment, tools, materials or other Town property, or willfully damaging or destroying property in any way.
- Willful violation of Town rules or policies.

Section 35: Severability

If any provision of this personnel policy or the application hereof to any person or a circumstance(s) is held invalid, this invalidity does not affect other provisions or applications of the personnel rules which can be given effect without the invalid provision or application. For this purpose, this personnel policy is severable.

ADOPTED this 16th day of October, 2017 by the Londonderry Select Board. The policies stated herein supercede any previously dated policies.

_____ Paul Gordon, Chair

_____ Jim Ameden

_____ George Mora

_____ Tom Cavanagh

_____ Bob Forbes

Addendum A: Personnel Acknowledgement

I, _____, acknowledge that:

- A. I received a copy of the Town’s Personnel Policy on _____
- B. I have been given an opportunity to ask questions about said policy and I have been provided with satisfactory information in response to my questions;
- C. I understand that the language used in this personnel policy is not intended to create, nor should it be construed to create, a contract of employment between myself and the Town;
- D. I acknowledge that the Town reserves the right to add, amend or discontinue any of the provisions of this policy for any reason or none at all, in whole or in part, at any time. In the event changes are made to this policy, all employees will be given notice and provided with a copy of the changes.
- E. I acknowledge that I understand the Town’s personnel policy and I agree that I will comply with all of its provisions.
- F. I understand that this signed addendum will be on file in the Town Office for all current employees.

Employee’s Signature: _____

Date: _____